

## SCHOONER GOOD INTENT.

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LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS,  
TRANSMITTING A COPY OF THE CONCLUSIONS OF FACT AND  
LAW IN THE FRENCH SPOILIATION CASES RELATING TO THE  
SCHOONER GOOD INTENT AGAINST THE UNITED STATES.

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JANUARY 21, 1902.—Referred to the Committee on Claims and ordered to be printed.

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COURT OF CLAIMS,  
*Washington, D. C., January 21, 1902.*

SIR: Pursuant to the order of the Court of Claims I transmit herewith the conclusions of fact and of law and of the opinion of the court, under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel schooner *Good Intent*, Hazard Powers, master.

Respectfully,

JOHN RANDOLPH,  
*Assistant Clerk Court of Claims.*

Hon. DAVID B. HENDERSON,  
*Speaker of the House of Representatives.*

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[Court of Claims. French spoiliations. Act of January 20, 1885, 23 Stat.L., p.283. Decided April 15, 1901. Schooner *Good Intent*, Hazard Powers, master.]

No. of case.

Claimant.

2430. Raymond N. Parish, administrator of Joshua Raymond and Christopher Raymond.  
2001. Mary H. Williams, administratrix of Ezekiel Williams, and John C. Parsons, administrator of John Caldwell, deceased.

### PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 10th day of April, 1901. The claimants were represented by John W. Butterfield, esq., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, Charles W. Russell, esq., with whom was Assistant Attorney-General Louis D. Pradt.

### CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The schooner *Good Intent*, Hazard Powers, master, sailed on a commercial voyage January 14, 1800, from New London, Conn., bound for Martinique. While peacefully pursuing said voyage the vessel was seized on the high seas on the 28th of February, 1800, in latitude 15 north, longitude 59 west, by the French privateer *L'Unique*, Captain Jourmard, and taken to Basse Terre, island of Guadeloupe, and was, with

the cargo, there condemned. The degree of condemnation has not been produced by either party, and can not be found in the archives of the French Government.

On arriving at the port of Basse Terre the master and crew of the vessel were imprisoned until after the condemnation of the vessel, when they were put on board a vessel carrying a flag of truce which conveyed them to the island of St. Christopher. By the action of the French authorities the master and owners of the vessel and cargo were prevented from appearing before the prize court and of defending the rights of the owners against the claim of the captors; and it does not appear that the master or the owners were in any way represented before said prize court, or given an opportunity to be heard.

II. The *Good Intent* was a duly registered vessel of the United States, of 80 $\frac{3}{4}$  tons burthen; was built in the State of North Carolina in the year 1786, enlarged in the year 1797, and was owned by Joshua Raymond and Christopher Raymond in equal shares.

III. The cargo of the *Good Intent* at the time of said capture consisted of lumber, staves, shooks, potatoes, beans, and beef, and was owned by said Joshua and Christopher Raymond in equal shares.

Part of the cargo had been lost overboard prior to the capture of the vessel.

IV. The losses by reason of the capture of the *Good Intent* were as follows:

The value of the vessel .....	\$2, 415. 00
The freight earnings on the cargo captured .....	447. 00
The value of the cargo captured .....	884. 00
Premium of insurance paid on vessel .....	125. 00
Amounting in all to .....	3, 871. 00

V. The losses to the different claimants by reason of said capture and condemnation were as follows:

Joshua Raymond:

One-half value of the vessel .....	\$1, 207. 50
One-half freight earnings .....	223. 50
One-half value of cargo at time of capture .....	442. 00

Amounting in all to ..... 1, 873. 00

Christopher Raymond:

One-half value of vessel .....	\$1, 207. 50
One-half freight earnings .....	223. 50
One-half value of cargo at time of capture .....	442. 00
Premium of insurance paid on vessel .....	125. 00

Amounting in all to ..... 1, 998. 00

Less insurance received ..... 1, 000. 00

Leaving net loss to him of ..... 998. 00

VI. By a policy of insurance dated January 15, 1800, Christopher Raymond insured his portion of the vessel, through sundry underwriters, in the sum of \$1,000, paying therefor a premium of \$125.

Thereafter said Christopher Raymond was paid the sum of \$1,000, as and for a total loss on said policy.

Ezekiel Williams and John Caldwell are the the only underwriters on said policy who have appeared in this claim, and the amounts they underwrote on the vessel were as follows:

Ezekiel Williams .....	\$100
John Caldwell .....	250

VII. The claimants herein have produced letters of administration on the estates of Joshua Raymond and Christopher Raymond, and Ezekiel Williams and John Caldwell, respectively, and have otherwise proved to the satisfaction of the court that the persons whom they represent are the same persons who suffered loss by reason of the seizure and condemnation of the schooner *Good Intent*.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803, were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of

February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their respective capacities, are the owners of said claims, which have never been assigned, except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic concluded on the 30th day of September, 1800, and that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

No. 2430.	Raymond N. Parish, administrator of Joshua Raymond, deceased.	\$1, 873. 00
	Raymond N. Parish, administrator of Christopher Raymond, deceased .....	998. 00
No. 2001.	Augusta H. Williams, administratrix of Ezekiel Williams, deceased .....	100. 00
	John C. Parsons, administrator of John Caldwell, deceased ....	250. 00
Total amount recoverable.....		3, 221. 00

OPINION.

Norr, Ch. J., delivered the opinion of the court:

This case presents a peculiar combination of circumstances. On the one hand, it appears by the protest of the master of the ship that on the 28th of February, 1800, the schooner carrying an innocent cargo and bound for a nonblockaded port was seized on the high seas in latitude 15 north, longitude 59 west; that she was carried into Basse Terre, where the master and crew were imprisoned until the 7th of March, when he with his crew were put on board a vessel bearing a flag of truce, which carried them to the island of St. Christopher. On the other hand, the decree of condemnation has not been produced by either party, and can not be found in the archives of the French Government.

Upon this state of facts we think it evident that if an international tribunal had been sitting at the time, contemporaneous with the treaty of 1800, it would have been held that the protest made out a case, *prima facie*, and that it was incumbent upon the French Government to produce the decree or other evidence to justify the seizure, and explain why the master was deprived of the right of appearing before the prize court and, as the agent of the owners, presenting their defense.

In prize courts, as in all other tribunals, the party whose rights are attacked is entitled to a hearing. In this case, as in all others, the owners of this schooner had a right to make defense in the proceedings against their property. If the seizure of the vessel was illegal, they had a right to show such facts as would have established the illegality; if the condemnation could not have been justified when facts which possibly they might have shown were shown, they were legally entitled to present those facts to the court.

The condemnation, therefore, upon this record, must be deemed illegal, and the case will be so reported to Congress, together with a copy of this opinion.

BY THE COURT.

Filed April 15, 1901.

A true copy.

Test this 21st day of January, 1902.

[SEAL.]

JOHN RANDOLPH,  
Assistant Clerk Court of Claims.

